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JAN 15 2025

Clerk, U.S. District Court  
Juneau, AK

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA**

Timothy L. Bradley, Plaintiff Pro Se

Case No.: 1:24-CV-00017-SLG

V.

**PLAINTIFF'S MOTION FOR  
CONTEMPT**

Nationstar Mortgage LLC, et al.,  
Defendants

violation of temporary restraining order

## MOTION FOR CONTEMPT

Plaintiff Timothy Bradley respectfully submits this motion to hold Defendants Clear Recon Corp, Nationstar Mortgage LLC(Rushmore Servicing, LLC) Elizon Master Participation Trust I, US Bank Trust NA, Aldridge Pite, LLP, in contempt of court for violating Plaintiff's rights by proceeding with the foreclosure sale and recording the deed despite having constructive notice of Plaintiff's lawsuit and

January 14th 2025- plaintiff's motion for contempt TRO violation

1 motion for a Temporary Restraining Order (TRO). Defendants received Plaintiff's complaint and  
2 motion two days before the sale, but willfully ignored this constructive notice, proceeding with the  
3 foreclosure and recording of the deed in disregard of Plaintiff's efforts to restrain the sale.  
4

5 **I. BACKGROUND**

- 6
- 7 1. On August 30, 2024, Plaintiff filed his initial complaint in Alaska Superior Court, which included  
8 a motion for a Temporary Restraining Order (TRO) to prevent the foreclosure sale of his  
9 property.
- 10 2. That same day, Plaintiff sent the complaint and motion via USPS premium second-day mail to  
11 Defendants.
- 12 3. On September 3, 2024, four of the five Defendants—Nationstar Mortgage LLC(Rushmore  
13 Servicing), Aldridge Pite, LLP, Elizon Master Participation Trust I and US Bank Trust  
14 NA—received Plaintiff's complaint and motion, as evidenced by Exhibit BB.
- 15 4. Clear Recon Corp received the complaint and motion on September 7, 2024, as evidenced by  
16 USPS delivery records (exhibit BB).
- 17 5. Plaintiff's complaint explicitly sought to restrain the foreclosure sale, fulfilling the Notice of  
18 Default's requirement that "anyone having objections to the sale for any reason whatsoever shall  
19 be heard if they bring suit to restrain the same" (Exhibit A).
- 20 6. Exhibit FF is the signed Form 3811 confirming delivery to Aldridge Pite, LLP at its official  
21 address, which is also the address used by Clear Recon Corp. Exhibit LL, to be filed within  
22 Plaintiff's Judicial Notice on January 14, 2025, establishes that Aldridge Pite, LLP is the  
23 majority owner of Clear Recon Corp.
- 24 7. Despite receiving Plaintiff's complaint and motion on September 3, 2024, Defendants  
25 proceeded with the foreclosure sale on September 5, 2024, and Clear Recon Corp recorded  
26 the deed on September 11, 2024, as evidenced by Exhibit HH, being filed with this motion and  
27  
28

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January 14th 2025- plaintiff's motion for contempt TRO violation

1 can also be found under Exhibit 2 of defendant's Nationstar and Elizon Master participation  
2 trust1 request for judicial notice..

- 3
- 4 8. Although the Alaska Superior Court issued the TRO on September 5, 2024, approximately five  
5 hours after the foreclosure sale, Defendants had constructive notice of Plaintiff's lawsuit and  
6 motion for a TRO well before the sale and failed to take any action to halt the proceedings.

7 **II. LEGAL STANDARD**

- 8
- 9 9. Alaska Rule of Civil Procedure 65 binds parties to a TRO upon actual notice "by personal  
10 service or otherwise."
- 11 10. The federal court order at Docket 35 confirms that under Rule 65, "a party is bound by a TRO  
12 if they 'receive actual notice of the order by personal service or otherwise.'" (Docket 35, p. 5,  
13 quoting Alaska R. Civ. P. 65(d)).
- 14 11. While the TRO was issued after the foreclosure sale, Defendants had constructive notice of  
15 Plaintiff's lawsuit and motion for a TRO well before the sale, which obligated them to act in  
16 good faith and halt the proceedings.
- 17 12. The Notice of Default (Exhibit A) explicitly provided that "anyone having objections to the  
18 sale.....," may file suit to restrain it. Plaintiff complied with this requirement, and Defendants  
19 had knowledge of Plaintiff's lawsuit to restrain the sale.

21 **III. DEFENDANTS' VIOLATIONS**

- 23
- 24 13. Plaintiff filed his complaint and motion to restrain the sale on August 30, 2024, and Defendants  
received constructive notice of the same on September 3, 2024.
- 25
- 26 14. Despite having constructive notice, Defendants proceeded with the foreclosure sale on  
September 5, 2024, and Clear Recon Corp recorded the deed on September 11, 2024, as  
27 evidenced by Exhibit HH.
- 28

- 1       15. The Notice of Default, Exhibit A, required Defendants to halt the sale upon the filing of a lawsuit  
2                  to restrain it. Plaintiff complied by filing his lawsuit and providing notice to Defendants, which  
3                  they ignored.
- 4       16. Exhibit LL establishes that Clear Recon Corp is owned and controlled by Aldridge Pite, LLP,  
5                  creating a conflict of interest and demonstrating that Defendants acted in concert to disregard  
6                  Plaintiff's rights and proceed with the sale.

8                  **IV. RELIEF REQUESTED**

10 WHEREFORE, Plaintiff respectfully requests that this Court:

- 11       17. Hold Defendants Clear Recon Corp, Nationstar Mortgage LLC, d/b/a Mr. Cooper(Rushmore  
12                  Servicing, LLC), Elizon Master Participation Trust I, U.S. Bank Trust National Association, and  
13                  Aldridge Pite, LLP, in contempt for proceeding with the foreclosure sale of Plaintiff's property  
14                  on September 5, 2024, despite having constructive notice of Plaintiff's lawsuit and motion for a  
15                  Temporary Restraining Order (TRO).
- 16       18. Hold Defendant Clear Recon Corp specifically in contempt for recording the deed on  
17                  September 11, 2024, despite receiving constructive notice on September 7, 2024, and while  
18                  the TRO issued on September 5, 2024, remained in effect.
- 19       19. Vacate the foreclosure sale and nullify the recorded deed.
- 20       20. Impose monetary sanctions on Defendants to compensate Plaintiff for damages caused by their  
21                  actions.
- 22       21. Grant any other relief this Court deems just and proper.

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1 Respectfully submitted,

2 X Timothy L Bradley 01/14/25

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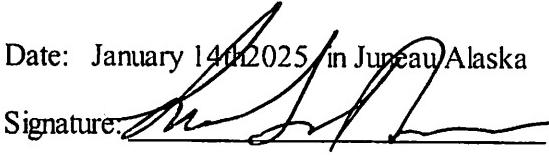
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9 **Affidavit of Truth**

10 I, Timothy L. Bradley, swear under penalty of perjury that the facts stated herein are true and correct

11

12 Date: January 14th 2025 in Juneau Alaska

13 Signature: 

14 → 01/14/25

15 Timothy L. Bradley

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January 14th 2025- plaintiff's motion for contempt TRO violation



1           **Certificate of Service**  
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I hereby certify that on January 14th 2025, I served a true and correct copy of the foregoing proposed order by USPS First-Class Mail to:

5           

- **Justin Balser**

  
6

7           Troutman Pepper Hamilton Sanders LLP  
8           100 Spectrum Center Drive, Suite 1500  
9           Irvine, California 92614

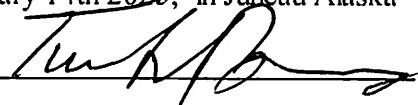
10           

- **Timothy Pomeroy**

  
11

12           Aldridge Pite LLP  
13           3333 Camino Del Rio South, Suite 225  
14           San Diego, California 92108

15           **Date:** January 14th 2025, in Juneau Alaska

16           **Signature:**  01/14/25

17           **Timothy L. Bradley**